

# REQUEST FOR OFFERS (RFO)

**Supply Package No.:**

**18/NKT-CNHN/2023**

**Date of issue:**

**15/05/2023**

**The Purchaser**

**Vinacomin Coal Import Export Joint Stock  
Company**



**Pham Minh**

**Director**

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## **PART I. OFFER PROCEDURE**

### **CHAPTER I. INSTRUCTION TO SUPPLIER**

#### **1. Scope of Supply**

Vinacomin Coal Import Export Joint Stock Company is seeking qualified Suppliers (Bidders) to supply quantity of 130,000 +/- 10% metric tons of coals with a typical Net calorific value (NCV) of 5,600 kcal/kg as received basis (ARB). The details of Scope of supply is stated in Part II. Technical Requirements of this RFO.

#### **2. Eligible Suppliers**

The Supplier shall be considered as eligible if:

- (a) The Supplier has been granted an enterprise registration certificate, an establishment decision or equivalent document issued by a competent authority of the country in which the Supplier is operating;
- (b) The Supplier is not undergoing dissolution process, is not thrown into bankruptcy, and does not incur bad debts as prescribed by law.
- (c) The Supplier has suitable registered business lines to perform the Supply package.
- (d) Applicant is independent financial accounting.

#### **3. Clarification, Amendment of RFO**

##### **3.1 Clarification**

Any request for clarification of the Request for Offer should be e-mailed to Coalimex at the e-mail addresses given hereunder after receiving the RFO but before 18/05/2023. Coalimex will respond in writing to any request for clarification of the RFO, which it receives. In case the clarification lead to RFO amendment, Coalimex shall proceed the amendment in accordance with clause 3.2.

E-mail addresses for the purpose of clarification of the RFO:

coalimexhn@coalimex.vn

coalimexhn@gmail.com

##### **3.2 Amendment**

At any time prior to the deadline for submission of Offer, Coalimex, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Supplier may

(1) amend the terms and conditions mentioned herein, and/or (2) extend the deadline for the submission of Offer.

#### **4. Cost, Currency and Language in Offering**

4.1 The prospective Suppliers shall bear all costs associated with the preparation and submission of Offer, negotiation and/or execution of contract. Coalimex will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Offering process.

4.2 Offer currency: United State Dollar (USD).

4.3 The Offer documents should be in English or Vietnamese. If any document is written in other language, the Supplier shall provide its translation to English or Vietnamese.

#### **5. Offer documents:**

The Offer documents (hereinafter may refer as Offer) shall comprise of:

- (1) Form No.1: Offer for imported coal;
- (2) Form No.2: Letter of commitment on Goods' origin
- (3) Form No.3: Letter of commitment on transportation;
- (4) Documents to prove Supplier's qualifications and experiences: as required in Item 2, Chapter II. Evaluation and Qualification Criteria
- (5) Consortium agreement (for any Applicant in a Consortium)

#### **6. Offer price**

6.1 The Offer price shall be on CFR discharging port basis and be stated in Form No.1. Offer for imported coal (not include the discount).

6.2 The scope of supply proposed by the Supplier shall match with requirement as specified at Item 1, Part II – Technical Requirement.

6.3 Discount offered by the Supplier shall be written directly on Form No. 1 or on a separate Letter of Discount. The Letter of Discount may be submitted separately or together with the Offer documents as long as it is received by the Purchaser before the bid closing time. The Letter of Discount shall be preserved as part of the Offer Documents and opened together with the Offer Documents.

#### **7. Offer validity**

7.1 Offer shall remain valid at least until 17h00 (local time) on 26/05/2023. An Offer valid for a

shorter period shall not be considered by the Purchaser.

- 7.2 Prior to the Offer expiry date, the Purchaser may request Suppliers who submitted Offers to extend the Offer validity. The Offer validity extension must be in written. In case the Supplier do not agree to extend, its Offer shall not be considered. In case the Supplier agree to extend validity, the Supplier must remain other terms and conditions in his Offer unchanged.

**8. Offer Security: Not applied**

**9. Offer format and signature**

- 9.1 Offer documents must be provided in one sealed envelope with the label name of Package.
- 9.2 All Offer documents can be submitted in copied one provided that all the original/ certified copy documents must be submitted to Coalimex in case the Coal Supplier is awarded.
- 9.3 The Offers Forms No. 1, No.2, No.3, No.6 must be signed by Supplier's legal representative or a person authorized by Supplier's legal representative.
- 9.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Offer forms.

**10. Offer submission, withdraw, substitution and modification**

- 10.1 The Suppliers shall submit their Offer directly to Coalimex OR by courier not later than 10h00 (local time) on 19/05/2023 at the address as follows:

Vinacomin Coal Import Export Joint Stock Company (Coalimex)  
47 Quang Trung Street, Hoan Kiem District, Hanoi City, Vietnam  
Attention: Mr. Ngo Van Ca

The Purchaser shall not consider any Offer that arrives after the deadline for submission. Any Offer received by the Purchaser after the deadline for submission shall be declared late, rejected and returned unopened to the Supplier.

- 10.2 The Supplier can withdraw, substitute or modify their Offer before the deadline of Offer submission.

**11. Offer opening**

- 11.1 The Offer opening shall be held on 10h30 date 19/05/2023 at Coalimex's head office (No.47 Quang Trung Street, Hoan Kiem District, Hanoi City, Vietnam) in the witness of participants

being Suppliers' representatives. The Offer opening shall be conducted regardless of the absence of any Supplier's representative.

11.2 The Offer opening shall be conducted to every Offer according to the alphabet order of the Suppliers' names and following procedures:

- (1) The seals shall be checked;
- (2) All envelopes shall be opened and read out, e.g. the name of Supplier, the Offered price, the Offered quantity, the performance period, the Offered validity, and other details which the Purchaser considers necessary.
- (3) The Purchaser's representative shall sign on Supplier's Offer forms from No.1 to No.3, letter of authorization, letter of price discount (if any).

11.3 The Purchaser shall prepare a record of the Offer opening that shall include information prescribed in clause 11.2. A copy of the record shall be distributed to all Suppliers who participate in the Offer opening.

## **12. Clarification of Offer**

12.1 After Offer opening, the Supplier is responsible for clarifying the Offer at the request of the Purchaser.

12.2 The Supplier may supplement the documentary evidence establishing the Supplier's eligibility, qualifications, and experiences to the Purchaser before 25/05/2023. The Purchaser shall receive the clarification of Offer sent by the Supplier; documentary evidence establishing the Supplier's qualifications shall be an integral part of the Offer.

12.3 The clarification shall not change essential information about the Supplier, Offer and Offered Price.

## **13. Subcontractor: Not applied**

## **14. Evaluation of Offers and Contract Negotiation**

14.1 The Purchaser shall apply criteria mentioned in Chapter II - Evaluation and Qualification Criteria to evaluate the Offers. The Supplier having lowest evaluated Offer price after error correction, price adjustment of deviations, discount, and calculating incentives shall be ranked first and invited to contract negotiation.

14.2 All parties shall negotiate based on the Offer (and its clarification documents, if any), the Request for Offer and other relevant documents.

14.3 Contract negotiation contents:

- (1) Negotiating on the contents that are not sufficiently detailed, unclear or inconsistent between the RFO and the Offer, on the contents that are not clear enough or conflict with other contents in the Offer.
- (2) Negotiating deviation detected in the Offer (if any) by the Supplier;
- (3) Negotiating issues arising from the Supplier selection process (if any) to finalize the detailed contents of the Package.
- (4) Negotiating other necessary contents.

14.4 Based on the Contract negotiations, both parties shall make a draft Contract. If the negotiation is not successful, the Purchaser shall invite the Supplier ranked next to contract negotiation.

**15. Conditions for successful Supplier**

15.1 A Supplier shall be proposed for Contract Award when following conditions are satisfied:

- (1) Has an eligible Offer;
- (2) Has qualifications and experiences satisfy the requirements set out at Item 2 of Chapter II – Evaluation and Qualification Criteria;
- (3) Has a satisfactory technical proposal as prescribed in Item 3 of Chapter II - Evaluation and Qualification Criteria;
- (4) Has lowest evaluated Offer price after error correction, price adjustment of deviations, discount, and calculating incentives;
- (5) The deficit deviation is not more than 10% of the offered price
- (6) The Offer price must not exceed the approved package budget price.

**15.2 In any circumstances, the final decision shall be made by Coalimex.**

**16. Publishing of Supplier selection result**

Supplier selection result shall be published on the Purchaser's company website (coalimex.vn).

**17. Conditions for contract signing**

At the time of contract signing, the Supplier's Offer remains valid and selected Supplier remains qualified to perform the Supply Package.

**18. Change in quantity of Goods/Services**

At the time of signing contract, The Purchaser has the right to increase or decrease quantity of goods/services provided that it does not exceed **10%** compared with initial quantity and accepted by the Supplier. Price and other terms and conditions of RFO and Offer shall be unchanged.

**19. Contract Performance Security: Not applied**

**20. Handling complaints of Supplier**

20.1 Suppliers are entitled to file complaints to the Purchase about issues relating to the Supplier selection process when they found their rights and interests are influenced/ effected

20.2 Address to send complaints:

Mr. Ngo Van Ca  
Vinacomin Coal Import Export Joint Stock Company  
No.47 Quang Trung, Hoan Kiem District, Hanoi, Vietnam.

**21.** In case the Supplier is awarded but fails to sign/perform or fulfill the signed contract, that Supplier shall not be allowed to participate in the next 6 months' competitive offer packages and/or bidding packages issued by The Purchaser (Coalimex).

**22. Sanction clause**

The Bidder (both parent company and/or any subsidiaries) and the offered coal under this RFO shall not be the subject of any economic or financial sanctions or trade embargoes imposed by the United Nations, the United States of America, the European Union or other applicable sanctions authority.

The offered coal shall not be originated/shipped from territory/country where is the subject of any economic or financial sanctions or trade embargoes imposed by the United Nations, the United States of America, the European Union or other applicable sanctions authority.



## **CHAPTER II. EVALUATION & QUALIFICATION CRITERIAS**

### **1. Check and Evaluate Offer's Eligibility**

#### 1.1 Check the Offer's conformity:

- (1) Check the quantity of Offer's copies;
- (2) Check the documents comprise of Offer documents as required at Item 5, Chapter I.

#### 1.2 Criteria to evaluate Offer's Eligibility

An Offer is evaluated as eligible if it satisfies the following requirements:

- (1) The Offer is signed by Supplier's legal representative or a person authorized by Supplier's legal representative. For Consortium, the Offer must be signed by Legal representative of each Consortium member or by the Head member of Consortium in accordance with its task assignments in the Consortium Agreement.
- (2) The delivery period is in line with RFO's requirements.
- (3) Offer price in the Offer is specific, fixed in numbers and words. It is not allowed to provide Offer price with terms and conditions that cause disadvantages to Purchaser.
- (4) The Offer validity complies with RFO requirement at Item 7, Chapter I. Instruction to Supplier.
- (5) The Supplier does not participate in two or more Offer as the main Supplier (an independent Supplier or a Consortium member).
- (6) In case of Consortium, have a satisfactory Consortium Agreement.
- (7) The Supplier is eligible as required in Item 2, Chapter I. Instruction to Supplier.

The Supplier with eligible Offer will be evaluated on qualifications and experiences.

### **2. Evaluations on qualifications and experiences**

- The Supplier must submit Certificate of Enterprise registration, an Establishment Decision or equivalent document by a competent authority of the country in which the Supplier is operating;
- Qualification and experiences of Supplier are evaluated according to criteria of responsive and non-responsive with followings:

Capability and experience evaluation criteria			Requirements				Required document
No.	Description	Requirement	Independent Supplier	Consortium Supplier			
				All consortium members	Each consortium member	At least one consortium member	
<b>1</b>	<b>Financial capacity</b>						
<b>1.1</b>	<b>Financial performance results</b>	Submit the financial statements of the last 02 financial years (in case financial statement of 2022 is not available, the supplier can submit financial statement of 2020 and 2021) to provide the supplier's financial good standing: + The net asset value of the latest financial year as applicable must be positive (>0).	Required	Required	Required	Not applicable	Form 4
<b>1.2</b>	<b>Annual average revenue from production</b>	Average revenue of the last 02 financial years as applicable of the Bidder must not below <b>USD 32,053,320</b> (in words: Thirty-two million, fifty-three	Required	Required	Not applicable	Not applicable	Form 4

	<b>and business activities</b>	<p>thousand, three hundred and twenty US Dollars only) equivalent to <b>VND 757,419,951,600</b> (in words: even hundred and fifty-seven billion, four hundred and nineteen million, nine hundred and fifty-one thousand, six hundred Vietnamese dong).</p> <p>In case the financial report of the Supplier mention another than VND/USD currency, the Purchaser will do conversion of currency in the financial statement to VND using the exchange rate issued by the State Bank of Vietnam at the date of Offer's opening.</p>					
<b>2</b>	<b>Experience to perform similar goods supply contracts</b>	<p>a. Supplier has successfully supplied coal for the total quantity of <b>not less than 130,000 tons</b> from 2020 until offer submission deadline.</p>	Required	Required	Required (corresponding to the part of work to be performed)	Not applicable	Form 05

		<p>b. Supplier has successfully supplied at least 01 coal supply contract into Vietnam.</p> <p>Supplier must submit one of following documents to prove that the Bidder has supplied coal as required at item (a) and (b):</p> <ul style="list-style-type: none"> <li>- Purchaser's Confirmation Letter.</li> <li>- Bill of Lading (in case the Bidder's name is not mentioned on the Bill of Lading of any shipments, kindly provide Certificate of Origin issued by the competent authority for said shipment)</li> <li>- Tax/Commercial Invoice together with signed contract.</li> </ul> <p>In case the supplier already performed the shipment with the Purchaser in 2020 - 2023 as required at item (a) and (b); the</p>					
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		supplier is only required to list the contract number, name of relevant vessel and shipped quantity.					
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### **3. Technical Evaluations**

#### **3.1 Coal Specifications**

The Supplier shall be considered as responsive if the coal specifications specified in the Offer suitable with Item 2. Coal specifications Part II. Technical Requirement.

The price and/or quantity adjustment due to actual quality results proposed by the Supplier in accordance with Item 3. Part II – Technical Requirements.

#### **3.2 Evaluations on quantity and delivery schedule**

- Quantity proposed by Supplier shall be equal to or less than quantity as specified in Item 1, Part II – Technical Requirements.
- The delivery schedule proposed by Supplier should be suitable to the timeline as specified in Item 1, Part II – Technical Requirements.

#### **3.3 Evaluations on Vessels and discharging conditions**

The Supplier shall be considered as responsive if suitable to the following requirements:

- Discharging port: Cam Pha port and/or Hon Mieu anchorage, Quang Ninh, Vietnam
- Maximum discharging rate: Maximum 10,000 MT/day for 24 consecutive hours (including holidays, Saturdays and Sundays)
- The vessel is in conformity with requirements at Basic conditions of vessel stated in Part II - Technical Requirements.

#### **3.4 Evaluations on goods' origin**

The Supplier shall be considered as responsive if specified clearly the goods' origin at Form No. 2, which satisfy requirement at Article.22 and commit that goods shall be loaded on board from oversea loading port and transported to Cam Pha port and/or Hon Mieu anchorage, Quang Ninh, Vietnam for direct supply to Coalimex; cargo is not allowed to be discharged on any means of transportation and/or warehouse/stockyard before being delivered to Coalimex (Form No.3).

### **4. Evaluations on Offer price**

The lowest Offer price is determined by applying the following steps:

Step 1: Identify the Offer price;

Step 2: Error correction (if any);

Step 3: Price adjustment of deviations (if any);

Step 4: Determining Offer Price after error correction, price adjustment of deviations, discount (if any)

Step 5: Convert the CFR price from quoted typical Net Calorific Value (NCV) as received basis to design NCV (5,600 kcal/kg, as received basis) via formula:

Converted CFR offer price = Proposed FOB price / (divided) proposed Calorific Value \* (multiply) 5,600 (kcal/kg) + proposed ocean freight.

Step 6: Determine the evaluated price:

$$G_{DG} = G + \Delta G$$

$$\Delta G = G \times T_{xx} + Fv$$

$$G_{DG} = G + (G \times T_{xx} + Fv)$$

$G_{DG}$ : Evaluated price

$G$  = Converted CFR offer price

$\Delta G$ : Related taxes and charges

$T_{xx}$ : Import tax, environmental tax as per tax table declared by Custom Office Bureau at the offer opening date.

$Fv$ : Via bay Charge

Step 7: Conversion of the bidding price into VND (if any)

Converting rate will be Vietcombank's selling rate of the offer opening date.

Step 8: Ranking the Suppliers

The Supplier has the lowest price after error correction, price adjustment of deviations, discount and import tax and/or environmental tax (if any) shall be ranked first.

## PART II. TECHNICAL REQUIREMENTS

### 1. Scope of supply:

- Name of commodity: Oversea-produced coal with typical Net calorific value of 5,600 kcal/kg as received basis
- Loading port : Oversea port(s)
- Discharging port : Cam Pha port and/or Hon Mieu anchorage, Quang Ninh, Vietnam (subject to Purchaser's allocation)  
(In case the vessel requires lighterage for anchoring at discharging port, time and cost for lighterage shall be on Supplier's account)
- Term of delivery (Incoterms 2020): CFR Cam Pha port and/or Hon Mieu anchorage, Quang Ninh, Vietnam (The Supplier must detail FOB price and Freight in the Offer).
- Quantity : 130,000 MT +/-10%  
(In case the vessel is gearless, the offered price should include the cost of floating crane and discharging.  
In case the deadweight of performing vessel exceeds 120,000 MT, the Bidder is totally responsible to get Port Authority's approval for vessel entry. In this case, all the time waiting for such a procedure will be at Bidder's account.)
- Delivery schedule at discharging port: July - August, 2023 (unless otherwise agreed by the Purchaser)
- Partial shipment: Allowed
- Combined shipment: Not allowed

### 2. Coal Specifications on ISO standards:

Parameters	Basis	Typical	Rejection limit
Total moisture	As received	10%	> 13%
Inherent Moisture	Air dried	1.5% - 2.0%	Not applicable
Total Sulfur	Air dried	1.0%	> 1.2%
Volatile Matter	Air dried	16% - 18%	> 22% or < 14%
Net calorific value	As received	5,600 kcal/kg	< 5,500 kcal/kg
H	Air dried	3% max	Not applicable
Fe <sub>2</sub> O <sub>3</sub> in ash	Dried	4% - 6%	> 8%
Size	0-50 mm	95%	Not applicable
Ash fusion temperature (in reduced environment): T1 (Initial deformation temperature) T3 (Hemispherical temperature)		T1 ≥ 1,250°C T3 ≥ 1,380°C	T1 < 1,250°C T3 < 1,380°C

### 3. Price Adjustment:



Premium/penalty shall be payable on the basis of the actual Net Calorific Value (As received basis-ARB) on a pro rata basis for variations from 5,600 kcal/kg ARB according to the following formula:

Adjusted CFR price = FOB price x Actual Net Calorific Value ARB/5,600 + Freight

CV is capped at 5,800 kcal/kg. It means, if Net Calorific Value ARB of coal at the Loading port is above 5,800 kcal/kg, it shall be calculated as 5,800 kcal/kg ARB.

**4. Basic conditions of vessel:**

- a. The vessel should be seaworthy, capable of anchoring and discharging Coal at Discharging Port;
- b. The vessel should be classified as Lloyd's Classification 100 A1 or equivalent by an international Classification Society;
- c. The vessel is capable of self trimming, single deck bulk carriers having a security system and associated security equipment necessary to comply with ISPS Code, all in safe and good working order;
- d. The vessel should not more than 20 years of age (the age being calculated from the year when the vessel was launched until the time of discharging completion of shipment), unless agreed by Coalimex in writing;
- e. The Over the AgePremium (OAP) shall not apply to vessels under 16 years of age. For vessels over 16 years old, the Over the AgePremium shall be borne by the Supplier;
- f. The vessel should be fully covered by P&I throughout the duration of the voyage by a member of the international group of P&I club, or other P&I club acceptable to the charterer as the case may be; and
- g. The vessel should comply with the regulations on sanctions of the US, the United Nations and other countries and territories; comply with ISPS Code, domestic and international maritime regulations;
- h. The vessel should not have nationality of embargoed countries and territories;
- i. The vessel is compliant with all Legal Requirements at the Discharging Port, pertaining to the passage to the Discharging Port, and at the Discharging Port.

**5. Discharging conditions:**

- Discharging port: Cam Pha port and/or Hon Mieu anchorage, Quang Ninh, Vietnam;

The Supplier must contact the shipping agent at discharging port to ensure the accessible draft into discharging area with maximum coal quantity loaded on the vessel. If the vessel is not allowed to enter or has to wait for entering working berth/anchorage due to waiting for high tide OR over deadweight according to port regulations, which requires lighterage; all arising responsibility, time and cost shall be at the Supplier's account.

- Maximum discharging rate: Maximum 10,000 MT/day for 24 consecutive hours (including holidays, Saturdays and Sundays)
  - Demurrage/Despatch rate: not exceeding 15,000/7,500 USD per day.
- 6. Payment terms:** L/C.
- 7. Inspection agency at loading port:** SGS or equivalent international inspection organization.

### **PART III. FORMS OF OFFER**

Form No.1: Offer for Imported Coal

Form No.2: Letter of intent and commitment regarding origin of commodity

Form No.3: Letter of intent and commitment regarding transportation of commodity

Form No.4: Supplier's financial capacity

Form No.5: List of performed contracts

Form No.6: Consortium agreement

**Form No. 1: OFFER FOR IMPORTED COAL**  
(package No \_\_\_\_)

Date of Offer:

Name of Supplier:

Address:

Tel/Fax/Email:

We, \_\_\_\_ (insert the name of Supplier), hereby undertake that:

- We only participate in this Bid as primary bidder.
- We are not undergoing dissolution process, are not determined as being bankrupt or insolvent as prescribed by law.
- We have suitable registered business lines to perform the Supply package.
- Every information provided herein is truthful to the best of our knowledge.

After carefully studying the Request for Offer, we, \_\_\_\_ [insert the Supplier's name], would like to send our Offer for package No. \_\_\_\_ [insert the package's name] with details as follows.

1. Type and quality specifications of coal:

- Name of commodity: Oversea-produced coal with typical Net calorific value of ... kcal/kg (as received basis)
- Coal quality specifications:

Parameters	Basis	Typical	Rejection limit
Total moisture	As received		
Inherent Moisture	Air dried		
Total Sulfur	Air dried		
Volatile Matter	Air dried		
Net calorific value	As received		
H	Air dried		
Fe <sub>2</sub> O <sub>3</sub> in ash	Dried		
Size	0-50 mm		
Ash fusion temperature (in reduced environment): T1 (Initial deformation temperature) T3 (Hemispherical temperature)			

2. Quantity: ... .. MT +/- 10%
3. Origin: ... ..
4. Loading port: ... ..
5. Discharging port: ... ..
6. Delivery terms (Incoterms 2020): ... ..
7. CFR price: ... .. USD/MT  
 (in words: .... United State Dollars)  
 In which: FOB price at .... USD/MT and Freight at ...USD/MT
8. Price adjustment: ... ..
9. Delivery schedule at discharging port: ... ..
10. Cargo size: ... ..
11. Commitment on vessel: ... ..
12. Discharging rate: ... .. MT/day
13. Demurrage/ Despatch rate: ... .. USD/day
14. Payment method: ... ..
15. Inspection company at loading port: ... ..
16. Offer validity: .....

**Authorized representative of Supplier**  
 (Full name, position, signature and seal)

**Form No. 2: LETTER OF INTENT AND COMMITMENT  
REGARDING ORIGIN OF COMMODITY**

We .....having registered office at ... .. hereby commit to supply coal with the below-mentioned specifications to participate in the Competitive Offer Package No. \_\_\_\_\_ [insert the package's name] of coal supply to Vinacomin Coal Import Export Joint Stock Company (Coalimex):

- 1- Name of commodity: Oversea-produced coal with typical Net calorific value of ... kcal/kg (as received basis)
- 2- Quantity: ... .. MT +/- 10% (at the Supplier's option)
- 3- Delivery schedule at discharging port: ... ..

We commit that the above coal source originated from ... .. ./.

**Authorized representative of Supplier**  
(Full name, position, signature and seal)

**Form No. 3: LETTER OF INTENT AND COMMITMENT  
REGARDING TRANSPORTATION OF COMMODITY**

We ... .. having registered office at ... .. hereby commit to supply coal with the below-mentioned specifications to participate in the Competitive Offer package No. \_\_\_\_\_ [insert the package's name] of coal supply to Vinacomin Coal Import Export Joint Stock Company (Coalimex):

1-Name of goods:

Oversea-produced coal with typical Net calorific value of ... kcal/kg (as received basis)

2-Quantity: ... .. MT +/- 10% (at the Supplier's option)

3-Delivery schedule at discharging port: ... ..

We hereby commit that the above-mentioned cargo will be loaded on board from oversea loading port and transported to Cam Pha port and/or Hon Mieu anchorage, Quang Ninh, Vietnam for direct supply to Coalimex based on the agreed schedule; cargo will not be discharged on any means of transportation and/or warehouse/stockyard before being delivered to Coalimex.

**Authorized representative of Supplier**  
(Full name, position, signature and seal)

**Form No. 4: SUPPLIER'S FINANCIAL CAPACITY**

Name of Supplier:

Address:

Tel/Fax/Email:

1 <sup>st</sup> year	2 <sup>nd</sup> year

**Balance sheet**

	1 <sup>st</sup> year	2 <sup>nd</sup> year
Total assets		
Total liabilities		
Net asset value		

**Income Statement**

	1 <sup>st</sup> year	2 <sup>nd</sup> year
Total revenues		
Average annual revenue from production and business activities		
Post-tax profits		

Enclose copies of financial statements (the Balance sheets including relevant description and income statements) in the last 02 financial years (as applicable); which satisfy the following conditions:

1. The financial statement only includes financial capability of the supplier or consortium members (in case of a consortium bidder) but not of an affiliated entity such as parent company or subsidiary companies or affiliate companies and the Supplier or consortium members.
  2. Financial statements shall be audited as prescribed
  3. Financial statements must be complete and adequate as prescribed.
  4. Financial statements must be complete and audited corresponding to the accounting periods.
- Enclosed are copies of one of the following documents:

- Inspection record of tax declaration;
- Tax declaration (VAT and corporate income tax) whose time of submitting certified by tax authority;



- Documentary evidence on electronic tax declaration by the Bidder;
- Certification of tax liability issued by the tax authority (certifying amount paid in the whole year);
- Audit report;
- Other documents;

Notes:

- In case of a consortium bidder, each consortium member shall declare information using this Form.
- Annual average revenues from business shall be determined by dividing total revenue from the mentioned years by the number of years.

**Form No. 5: LIST OF PERFORMED CONTRACTS**

The supplier is requested to fill details of performed shipments in 2020 - 2023 in below table:

No.	Name of Vessel	Contract No. (if applicable)	Bill of lading & Certificate of Origin (if applicable)	Tax/Commercial Invoice No. (If applicable)	Performed quantity (tons)	Destination Country
1						
2						
3						
.....						
Total						

Supplier must submit one of following documents to prove that the Supplier has supplied coal:

- Purchaser's Confirmation Letter; or
- Bill of Lading (in case the Supplier's name is not mentioned on the Bill of Lading of any shipments, kindly provide Certificate of Origin issued by the competent authority for said shipment); or
- Tax/Commercial Invoice and signed contract.

In case the Supplier already carried out the shipment with the Purchaser in 2020 - 2023; the Supplier is only required to list the contract number, name of relevant vessel and performed quantity.

**Form No. 6: CONSORTIUM AGREEMENT**  
**(Package No. 18/NKT-CNHN/2023)**

[Location and date] \_\_\_\_\_

Pursuant to Request for Offer for Package No. 18/NKT-CNHN/2023; We, representatives of signatories to the consortium agreement include:

**Name of first consortium member** \_\_\_\_ [insert name of each consortium member]

Tax code: \_\_\_\_;

Represented by Mr./Ms

Position:

Address:

Phone number:

**Name of second consortium member** \_\_\_\_ [insert name of each consortium member]

Tax code: \_\_\_\_;

Represented by Mr./Ms

Position:

Address:

Phone number:

**Name of n consortium member** \_\_\_\_ [insert name of each consortium member]

Tax code: \_\_\_\_;

Represented by Mr./Ms

Position:

Address:

Phone number:

The parties agree on entering into a consortium agreement with the following contents:

**Article 1. General principles**

1. The members voluntarily form this consortium to participate in the offer process for \_\_\_\_ [insert No. of package].

2. The members agree that the official name of the consortium used in all transaction related to this offer package is: \_\_\_\_\_ [insert the agreed name of the consortium].

3. Each member undertakes not to independently participate or form a consortium with another party to participate in this offer package. If the contract is awarded to the consortium, no member shall be allowed to refuse to perform the responsibilities and obligations prescribed in the contract. Any member of the consortium that refuses to perform their separate responsibilities as agreed shall:

- Pay compensation for damages to other parties in the consortium;
- Pay compensation for damages to Coalimex as prescribed in the contract;
- Other remedies \_\_\_\_\_ [specify the other remedies].

**Article 2. Allocation of responsibilities**

All members agree to allocate responsibilities to implement package No. \_\_\_\_ [insert No. of package] as follows:

1. Lead member of the joint venture:

All members agree to authorize \_\_\_\_\_ [*insert name of lead member*] as the lead member of the consortium representing the consortium to perform the following tasks <sup>(3)</sup>:

- Submit Offer for the consortium.
- Sign documents for communication with Coalimex during the process of offer, including the written request for Clarification of Request for Offer and explanation and clarification documents of the offer; sign requests for offer withdrawal, modification or substitution of offer;
- Participate in contract negotiation and finalisation;
- Sign petition letter if the Supplier has any petition;
- Perform other tasks except for contract execution: \_\_\_\_\_ [specify other tasks (if any)].

2. The members of consortium agree to allocate the responsibilities in performing the works as specified in the table below <sup>(4)</sup>:

No.	Name	Tasks	Proportion of total bidding price
1	Name of lead member [ <i>insert name of lead member</i> ]	- _____ - _____	- _____ % - _____ %
2	Name of second member	- _____ - _____	- _____ % - _____ %
....	....	....	.....
<b>Total</b>		<b>All tasks of the offer package</b>	<b>100%</b>

### **Article 3. Effectiveness of the consortium agreement**

1. The consortium agreement takes effect from the signing date
2. The consortium agreement shall be terminated in the following cases:
  - All parties complete their responsibilities and obligations and liquidate the contract;
  - The parties agree to terminate the agreement;
  - The consortium is not awarded the contract;
  - Cancellation of bidding for package No. \_\_\_\_\_ [*insert No. of package*] according to notification by Coalimex.

The Consortium Agreement is formed with the agreements of all members

#### **LEGAL REPRESENTATIVE OF LEAD MEMBER OF CONSORTIUM**

*[Full name, position, signature and seal]*

#### **LEGAL REPRESENTATIVE OF MEMBER OF CONSORTIUM**

*[Full name, position, signature and seal of each member]*

## PART IV. CONTRACT TERM SHEET

Date \_\_\_\_\_

**The Buyer** : VINACOMIN COAL IMPORT EXPORT JOINT STOCK COMPANY

Address : No.47, Quang Trung Street, Hoan Kiem District, Hanoi, Vietnam

Phone number : +84 243 9424684

Fax: +84 243 9422350

Represented by : Mr. Pham Minh

Position: Director

**The Seller** :

Address :

Phone number :

Fax:

Represented by :

Position:

The Buyer and the Seller are hereinafter referred as the “Parties” and respectively as the “Party.”

The Seller hereby agrees to sell and the Buyer hereby agrees to purchase the Contract Goods (as defined below) on the terms and conditions as follows:

**1. Contract Goods**

\_\_\_\_\_ [insert name of commodity], later stated as “Coal” or “Cargo”.

**2. Quantity**

\_\_\_\_\_ metric tons (MT) +/- 10 % (at the Seller’s option).

**3. Quality specifications**

The Seller shall supply Coal with below specifications according to ISO standards - on As Received Basis (ARB) unless otherwise specified:

Parameters	Basis	Typical	Rejection
Total Moisture	ARB		
Inherent Moisture	ADB		
Total Sulphur	ADB		
Volatile Matter	ADB		

Net Calorific Value	ARB		
H	Air dried		
Fe <sub>2</sub> O <sub>3</sub> in ash	Dried		
Size	0-50 mm		
AFT (in reduced environment): T1 (deformation) T3 (hemispherical)			

#### 4. Unit Price

CFR Base Price of Coal: \_\_\_\_\_ USD/MT basis Net Calorific Value (ARB) on \_\_\_\_\_ kcal/kg CFR Cam Pha port and/or Hon Mieu anchorage, Quang Ninh, Vietnam (“CFR Price”) INCOTERMS 2020.

CFR Base Price equals to FOB Base Price plus Freight.

FOB Base Price equals to \_\_\_\_\_ USD/MT.

Freight equals to \_\_\_\_\_ USD/MT.

Stevedore is on the \_\_\_\_\_’s account.

#### 5. Price Adjustment

The CFR price is based on Net Calorific Value (ARB) of \_\_\_\_\_ kcal/kg. If the actual Net Calorific Value (ARB), which determined by the loadport analysis as stipulated in Article 8 is different from \_\_\_\_\_ kcal/kg, but not below \_\_\_\_\_ kcal/kg, then the price shall be adjusted by following formula:

**Adjusted CFR Price = Actual Net Calorific Value (ARB)/Typical Net Calorific Value (ARB) \* FOB Base Price + Freight**

In case the actual Net Calorific Value (ARB) mentioned in the Certificate of Analysis issued by Independent Surveyor at the loading port is lower than \_\_\_\_\_ Kcal/kg, the Buyer has the right to reject the cargo.

The Net Calorific Value (ARB) of coal at the Loading port shall be capped at \_\_\_\_\_ Kcal/kg. It means, if the actual Net Calorific Value (ARB) mentioned in the Certificate of Analysis at the Loading port is above \_\_\_\_\_ Kcal/kg, it shall be calculated as \_\_\_\_\_ Kcal/kg.

#### 6. Shipment

- Delivery schedule at discharging port: \_\_\_\_\_

- Port of loading: \_\_\_\_\_

- Port of discharge: \_\_\_\_\_

- Partial shipment: \_\_\_\_\_

- Transshipment: \_\_\_\_\_

- In case the deadweight of performing vessel exceeds 120,000 MT, the Seller is totally responsible to get Port Authority's approval for vessel entry. In this case, all the time waiting for such a procedure will be at Seller's account.

## 7. Marine Terms

7.1 The Seller shall advise the Buyer the laycan. The Seller shall endeavour its best to accommodate the preference the Buyer may have on the shipment laycan.

7.2 The Seller shall nominate the performing vessel including full style and details (name of the vessel, IMO number, flag, capacity, deadweight, draft, LOA, BEAM of the vessel, laycan, expected time of arrival at the loading port...) to the Buyer for approval.

After receiving the vessel nomination from the Seller via fax/email, The Buyer shall have 24 (twenty-four) hours SHEX to accept or refuse the nomination, such approval or refusal shall not be unreasonably withheld. In case, if there is any problem with the nominated vessel, the Seller may substitute the vessel with another vessel. The Buyer's consent must again be taken in writing following same procedure as mentioned above and acceptance shall not be unreasonably withheld for the substitution.

7.3 Nominated vessel to be geared, a single deck, bulk carrier, throughout with engines and bridge aft, fully suitable for grab discharge with no obstructions in main holds and shall not have side rolling, piggyback or these types of hatch covers.

The Seller has to ensure that the nominated vessel shall not change ownership and/or class during the agreed voyage, unless otherwise agreed by the two parties.

Vessel to be always kept in seaworthy condition with valid documentations/ certificates and fully class maintained during the whole duration of this voyage and complies with the latest international safety regulation.

Vessel size: Any cargo size at Seller's option which must be consistent with current regulations of Port Authority. The Seller will be responsible for all delays including but not limited to wait for anchoring point at the anchorage and wait for permission to enter the port,..etc.

Nominated vessel shall be fully P&I covered and should have internationally accepted class certificate and not more than 20 years old to be equipped with min \_\_\_\_\_ cranes x \_\_\_\_\_ MT in good order unless otherwise mutually agreed. Payment of OAP shall be at Seller's account and settled between the Seller and the Buyer outside L/C.

Be classed as Lloyd's Classification 100 A1 or otherwise it should contain the name of the classification societies in the Certificate to be issued by Shipping Company.

7.4 Grabs and floating cranes, if any, for discharging the cargo is for the Seller's account. The cargo to be discharged from the vessel free of risk to the Buyer.

7.5 The Buyer shall guarantee the Seller one safe port, one safe berth, one safe anchorage area Cam Pha port and/or Hon Mieu anchorage, Quang Ninh, Vietnam with guarantee discharge rate:

Average rate of 10,000 MT (Ten thousand metric ton) PWWD ATDN SSHINC.

The Seller must contact the shipping agent at discharging port to ensure the accessible draft into discharging area with maximum coal quantity loaded on the vessel. If the vessel is not allowed to enter or has to wait for entering working berth/anchorage due to waiting for high tide OR over deadweight according to port regulations, which requires lighterage; all arising responsibility, time and cost shall be at the Seller's account.

Laytime cease to count upon completion of discharging.

Demurrage/despatch rate to be as per governing Charter Party and to be advised at the time of the Seller's nomination of the vessel but in any case do not exceed USD15,000/7,500/day fractions pro-rata. The Seller must provide the copy of Charter Party.

7.6 NOR and Laytime Calculation: (to be discussed)

## **8. Quality and Quantity Determination:**

### **8.1 At loading port**

#### **8.1.1 Quality Determination**

The quality of the Coal shall be determined based on the COA issued by \_\_\_\_\_ Surveyor appointed by the Seller at Loading Port. The costs of sampling and analysis at Loading Port shall be for Seller's account.

All sampling and sample analysis necessary pursuant to the terms of this Agreement shall be made according to ISO standards unless otherwise stated.

The coal composite sample shall be properly packed and sealed in airtight containers and shall be divided into 2 (Two) parts to provide:

- + 01 (one) sample being the shipment analysis sample (the "**Shipment Sample**");
- + 01 (one) sample being the umpire sample (the "**Umpire Sample**") to be retained by Independent Surveyor for 30 days after completion of loading (B/L date).

Additional Certificate of Sampling and Analysis issue by SGS or Equivalent Independent inspection agency at the port of loading on dry basis is required for parameters: Ash, Total Sulfur, Volatile Matter, Gross Calorific Value and Gross Calorific Value (MMMF) and Volatile Matter (DMMF). The results are for the Buyer's reference only and will not affect the payment or rejection of the Cargo.

#### **8.1.2 Quantity Determination:**

The weight of each Shipment shall be determined by a draught survey taken at Loading Port by Independent Surveyor appointed by the Seller. Independent Surveyor shall issue a certificate certifying the weight of the Shipment ("**Certificate of Weight**"). The costs of weighing shall be for the Seller's account. This survey shall determine the weight for issuance of the Bill of Lading.

### **8.2 At discharging port:**

8.2.1. The Buyer have the right to appoint an Independent Surveyor to witness the vessel discharging and perform the weight and sampling and analysis operations in accordance with the respective ISO standards for the total quantity of the coal discharged out of vessel at discharge port. The certificate of analysis shall detail the results as defined in Article 3.



8.2.2. Claim on Net Calorific Value: If the analysis issued by an Independent Surveyor at discharge port shows lower Net calorific value (ARB) compared to load port analysis, then following calculations shall apply:

- In case the difference of Net Calorific Value (As Received Basis) between results at discharge port and loading port is less than or equal to 72 kcal/kg, the loading port result is final and binding to both parties.
- In case the difference of Net Calorific Value (As Received Basis) between results at discharge port and at loading port is from over 72 kcal/kg to 150 kcal/kg, the average (arithmetic mean) of results at discharge port and loading port shall be final and binding to both parties.
- In case the difference of Net Calorific Value (As Received Basis) between results at discharge port and loading port is more than 150 kcal/kg, discharging port result to be applied.

In accordance with above, the claim amount shall be settled by TT out side of L/C between two parties within 30 days after the claim amount is determined.

## 9. Payment,

9.1 Payment for the Coal shipped shall be made by the Buyer in accordance with the payment method: \_\_\_\_\_

9.2 All costs incurred to open such L/C are for the Buyer's account.

All banking charges outside issuing bank country including confirmation charge (if any) are for account of beneficiary. All banking charges inside issuing bank country are for account of applicant. L/C amendment charges will be on the account of the party requiring the amendment unless L/C is not opened in accordance with contract's conditions and terms.

9.3 Instructions for L/C:

9.4 100% of Invoice value to be paid against presentation of the following documents:

(1)	3/3 Originals of the Bills of Lading Clean "Shipped on Board", marked Freight Payable as per charter party, made out to the order of the issuing bank, notify the Applicant and shows gross weight.
(2)	03 (three) originals of Commercial invoice issued by the Seller.
(3)	01 (One) original and 02 (two) copies of Certificate of Weight issued at loading port by Independent Surveyor
(4)	01 (One) original and 02 (two) copies of Certificate of Analysis issued at loading port by Independent Surveyor
(5)	Other documents

**10. Other terms and conditions: to be discussed during negotiation.**

**FOR AND ON BEHALF OF BUYER**

**FOR AND ON BEHALF OF SELLER**